

## **Simply NUC LIMITED WARRANTY POLICY**

### **1. SCOPE OF LIMITED WARRANTY:**

Simply NUC Inc. ("Simply NUC") warrants its hardware products against defects in materials and workmanship for a period of one (1) year on its computer models from the date of original purchase from Simply NUC, an authorized Simply NUC distributor, or dealer. If a defect in materials or workmanship exists, Simply NUC will, at its option and provided that the computer has been returned to Simply NUC with an acceptable proof of purchase (such as a purchase order, invoice or sales receipt) either: (a) repair or replace the defective product at no charge, (b) exchange the defective product with a product that is new or that has been refurbished and is at least functionally equivalent to the original product, or (c) refund the purchase price of the product. Any replacement product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement, whichever is longer. The term of this Limited Warranty Policy may be increased for eligible products by purchasing extended warranty coverage within thirty (30) days after the original purchase date. If extended warranty coverage is purchased after the thirty (30) day period has expired, additional costs may apply. Advanced replacement warranty coverage may be purchased for eligible products within thirty (30) days after the original purchase. If advanced replacement warranty coverage is purchased after the thirty (30) day period has expired and during the limited warranty policy period, or as a supplement to extended warranty coverage after the limited warranty period has lapsed, additional costs may apply. Extended warranty and advanced replacement warranty details may be obtained on the Simply NUC website: [www.SimplyNUC.com](http://www.SimplyNUC.com).

### **2. THIRD PARTY, NON-Simply NUC PRODUCTS:**

This Limited Warranty Policy applies only to hardware products manufactured by or for Simply NUC that can be identified by the "Simply NUC" trademark, trade name, or logo affixed to them. The limited warranty does not apply to any non-Simply NUC hardware products or any software, even if packaged or sold with Simply NUC hardware. Non-Simply NUC manufacturers, suppliers, or publishers may provide their own warranties, and customers may contact Simply NUC's customer support [support@simplynuc.com](mailto:support@simplynuc.com) for reference information to a particular manufacturer related to the non-performing component in question. Non-Simply NUC products may include, but are not limited to, CPUs, RAM, hard drives, floppy drives, CD-ROMs, Ethernet cards, non-Simply NUC video cards, external storage devices, wireless network adapters, and software. Simply NUC does not offer a warranty on any non-Simply NUC products sold as part of or in conjunction with Simply NUC computer systems. Notwithstanding anything else stated in this Section 2, for all Simply NUC-NUC models this Limited Warranty Policy applies to all hardware contained within the computing unit that is purchased from Simply NUC.

### **3. HOW TO OBTAIN SUPPORT FOR PRODUCTS:**

Technical support for Simply NUC products is available through Simply NUC Support at [support@simplynuc.com](mailto:support@simplynuc.com). For products requiring troubleshooting or repair service from Simply NUC, the owner shall submit a Simply NUC support form, located at [Simply NUC.com/support](http://SimplyNUC.com/support). This form must be filled out completely including product catalog number, serial numbers, and complete problem description. After this form has been submitted to Simply NUC, a service department representative will contact the owner regarding troubleshooting options and the nature of any possible repair or replacement. The Simply NUC service department representative will assess the issue and determine the most effective method to resolve the issue, whether through troubleshooting, issuing parts for replacement, or issuing a Return Merchandise Authorization (RMA) form to the owner for return and repair of the product. A RMA form will be issued upon payment of the \$29.95 warranty service fee. Any customer wishing to return a Simply NUC product for repair or replacement must have received a valid RMA form from an Simply NUC service department representative, and return the product within five (5) business days of receiving the RMA form.

#### 4. RETURNING PRODUCTS FOR REPAIR:

The Simply NUC computer owner shall be responsible for all charges related to shipping, mailing or transporting its Simply NUC computer equipment to the closest repair facility (including all applicable duties, taxes, and other such charges) when returning products for repair service or replacement. Currently, the repair facility responsible for product repair is located at 299 South Main Street, # 1300, Salt Lake City Utah 84111 c/o Simply NUC Service Department. Please periodically refer to the company website at [www.SimplyNUC.com](http://www.SimplyNUC.com) for updated information on a product repair facility closest to the computer owner. Any customer wishing to return a Simply NUC product for repair or replacement must have received a valid RMA from an Simply NUC service department representative.

#### 5. SHIPPING DAMAGE AND WARRANTY:

Damage or any loss to the Simply NUC product caused by any transportation service while en-route to the customer is not considered a product defect and therefore ineligible for warranty service. All Simply NUC equipment that is shipped to a customer is shipped FOB Shipper, Freight Pre-Paid and collected, so the responsibility for loss or damage claims to transportation services is the responsibility of the purchaser after the product has reached the shipper. Simply NUC shall remain responsible for the product until the product has reached the shipper. Customer is responsible for shipping costs collected before shipment occurs unless otherwise agreed upon between the parties. If Simply NUC is notified of loss or shipping damages within five (5) days after invoice date, Simply NUC may assist the customer with filing the claim against the transportation company and coordinate the repair or replacement of the product with any compensation provided by the transportation company.

#### 6. LIMITATION OF WARRANTY:

Warranty service shall not apply to defects resulting from: (1) improper or inadequate maintenance by owner, or misuse; (2) repair, replacement, dis-assembly, or modification that is not authorized in writing by Simply NUC or an Simply NUC certified technician; (3) operation outside the environmental specifications of the product; (4) improper site preparation and maintenance; (5) improper storage or handling by owner; (6) removal of the Simply NUC warranty label or serial number from the computer itself; (7) enclosing the computer in a space that does not permit ambient air to circulate through the machine, which may lead to overheating; (8) owner supplied software, hardware, or interfacing. This limited warranty does not cover: (i) software; (ii) all operations pertaining to the proper use and function of software, including without limitation, the operating system and software added to all Simply NUC-branded hardware products through Simply NUC's manufacturing process, third party software or the reloading of software; (iii) problems that result from external causes such as accident, abuse, misuse or problems with electrical power; (iv) computer servicing that is not handled by an Simply NUC certified technician; (v) computer usage that is not aligned with the instructions found in the original packaging or contained on Simply NUC's website; (vi) failure on the part of the computer owner to follow all product instructions or failure to perform preventive maintenance; (vii) products with missing or altered service tags or serial numbers; (viii) products for which Simply NUC has not received full payment; (ix) damage due to war or nuclear incident, terrorism, fire, flood, natural disaster, or other acts of God; or (x) normal wear and tear. Simply NUC DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. Simply NUC IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF COMPUTER OWNER'S FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR ANY Simply NUC PRODUCT.

7. TRANSFERABILITY OF WARRANTY: The limited hardware warranty herein is transferable to any transferee, so long as the transferee can provide Simply NUC with sufficient proof of chain of ownership and the date computer was originally purchased through an original invoice, receipts or other legally binding identifying document. Simply NUC reserves the right, at its sole discretion, to reasonably accept or reject transferee's offerings of proof of ownership.

8. WORKMANSHIP UNDER WARRANTY: Simply NUC may authorize computer owners to perform repairs or replacements to their Simply NUC device. Computer owners may open the chassis and perform repairs and replacements to eligible component parts of their device without voiding this warranty only when they: (1) are acting with authorization and direction from Simply NUC; (2) strictly adhere to Simply NUC repair and replacement instructions; and (3) use the appropriate Simply NUC certified and provided parts and tools. Simply NUC will repair any Simply NUC computer hardware product that proves to be defective in materials or workmanship when a computer is returned to Simply NUC for repair. If Simply NUC cannot repair the product, then Simply NUC will replace the product with a comparable product that is new or refurbished. Services performed by

Simply NUC or an Simply NUC certified technician will not void this limited warranty. Before providing a computer to Simply NUC or an Simply NUC certified technician for repair, Simply NUC strongly advises computer owners back up all data to a separate hard drive. Please remove any confidential, proprietary, or personal information and removable media such as floppy disk drives, CD's or PC cards. Furthermore, please remove all passwords on the operating system or BIOS so that a technician can access the system and perform repairs. Simply NUC is not responsible for lost or corrupted data, damage or removal of media as a result of the repair process. Although Simply NUC makes every effort to preserve data on a computer during the repair process, data loss may occur. As a result, it is the responsibility of the computer owner prior to sending the computer to Simply NUC, to back up all data onto a separate drive that is not part of the computer when it is sent in for service.

**FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS.** This paragraph applies if the computer owner purchases Simply NUC computers or other products for resale or for commercial or professional purposes.

Simply NUC'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. Simply NUC PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION: (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD PARTY PRODUCT; OR (3) AGAINST HIDDEN OR LATENT DEFECTS. Simply NUC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH Simply NUC PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. In no event shall Simply NUC's total aggregate liability to the computer owner for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred and fifty dollars (U.S. \$250.00).

**FOR CONSUMERS.** This section applies if a computer owner purchases Simply NUC devices or products for personal use.

SIMPLY NUC'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. Simply NUC'S RESPONSIBILITY FOR DEFECTS

IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. Simply NUC PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION: (1) OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD PARTY PRODUCT; OR (3) AGAINST HIDDEN OR LATENT DEFECTS.

TO THE EXTENT NOT PROHIBITED BY LAW IN OWNER'S STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WILL APPLY TO ANY Simply NUC DEVICE OR PRODUCT AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED.

SIMPLY NUC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY. SIMPLY NUC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO THE USE OR MISUSE OF ANY COMPUTER PRODUCT, FOR THIRD PARTY CLAIMS AGAINST A COMPUTER OWNER FOR DAMAGES AS THEY RELATE TO THE USE OR MISUSE OF ANY COMPUTER PRODUCT, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH Simply NUC PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. Simply NUC DOES NOT WARRANT THAT THE OPERATION OF ANY SIMPLY NUC PRODUCT OR DEVICE WILL BE FREE FROM ERROR OR INTERRUPTION. IN NO EVENT SHALL Simply NUC'S TOTAL AGGREGATE LIABILITY TO COMPUTER OWNERS FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF TWO HUNDRED FIFTY DOLLARS (U.S. \$250.00).

CUSTOMERS WHO PURCHASE PRODUCT FROM A THIRD PARTY RESELLER AND NOT FROM SIMPLY NUC DIRECT ARE INSTRUCTED TO CONTACT RESELLER AND COORDINATE REPAIRS AND REPLACEMENTS THROUGH THAT RESELLER.